

LIMITED WARRANTY FORM

Subject to the terms and conditions set forth herein, Closets Doors & Beyond Co. (“CDBC”) provides this Limited Warranty only to the person or entity that originally purchased the product from CDB or its authorized reseller or distributor (the “Original Purchaser”), and only for products purchased and delivered within the United States.

This Limited Warranty shall not become effective unless the Original Purchaser completes section 11 below and returns the completed Limited Warranty Form to CDBC at the address set forth in section 8 within 90 days of purchase.

1. Limited Warranty. CDBC warrants that the product(s) described in Section 11 below (the “Product”) shall be free from material defects in workmanship and materials under normal use from the date of original retail purchase of the Product, for the period set forth in Section 2 below (“Warranty Period”), except as otherwise stated herein. The Original Purchaser’s sole and exclusive remedy and entire liability of CDBC under this Limited Warranty will be, at CDBC’s option at no charge to the Original Purchaser.
2. Warranty Period.

Frames, wheels and other movement mechanisms of the Product: 3 years

All other components of the Product, including glass panes and wood parts: 90 days
3. Replacement Parts and Product. CDBC may, at its option, replace any defective Product, part or component thereof with any reconditioned product or part that CDBC reasonably determines is substantially equivalent or superior in all material respects to the defective Product or part. Replacement products and parts will be warranted for the remainder of the Warranty Period or 90 days, whichever is longer, and subject to the same limitations and exclusions set forth in this Limited warranty. All products and parts replaced CDBC shall become property of CDBC upon replacement.
4. Exclusions. This Limited warranty does not cover:
 - a. Installation, removal and shipping costs;
 - b. Products that, in CDBC’s judgment have been subjected to abuse, alteration, modification, tampering, negligence, misuse, faulty installation, lack of reasonable care, accident, or other external causes, including but not limited to earthquake, fire, flood, weather, or condensation;
 - c. Product whose serial numbers have been altered, tempered with, defaced or removed;
 - d. Products that have been subjected to improper or incorrectly performed maintenance or repair, or

- e. Products that have been purchased through an inventory clearance or liquidation sale, or other sale in which CDBC, the seller, or the liquidator expressly disclaims its warranty pertaining to such Product.
- 5. Submitting Claim. Upon discovery of any defect in Product, the Original Purchaser shall notify CDBC in writing at the address set forth in section 8 below. CDBC shall evaluate the product within a reasonable time period, and if CDBC determines that defect in question is covered by this Limited Warranty, CDBC shall replace the product or part in question as soon as practicable.
- 6. Disclaimers. EXCEPT FOR THE LIMITED WARRANTY SPECIFIED HEREIN, THE PRODUCT OS PROVIDED "AS-IS" WITHOUT ANY WARRANTY OF ANY WARRANTY OF ANY KIND WHATSOEVER INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED IN ANY TERRITORY WHERE A PRODUCT IS SOLD, THE DURATION OF SUCH AN IMPLIED WARRANTY SHALL BE LIMITED TO AS EXPRESLY COVERED UNDER THE LIMITED WARRANTY PROVIDED HEREIN. THE ENTIRE RISK AS TO THE QUALITY, SELECTION AND PERFORMANCE OF THE PRODUCT IS WITH THE ORIGINAL PURCHASER.
- 7. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CDBC IS NOT LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQITABLE THEORY FOR ANY LOSS OF USE OF THE PRODUCT, INCONVENIENCE OR DAMAGES OF ANY CHARACTER, WHETHER DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL, RESULTING FORM THE USE OF THE PRODUCT, RELATING TO WARRANTY SERVICE, OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY, EVEN IF CDBC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTY IS REPLACEMENT OF THE DEFECTIVE OR NON-CONFORMING PRODUCT OR PART. THE MAXIMUM LIABILITY OF CDBC UNDER THIS WARRANTY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT COVERED BY THE WARRANTY. THE FORGOING EXPRESS WRITTEN WARRNTIES AND REMEFIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER WARRANTIES OR REMEDIES, EXPRESS, IMPLIED OR STATUTORY. Some states do not allow exclusions or limitation or incidental or consequential damages, so the above limitations may not apply. This Limited Warranty provides specific legal rights, and you may also have other rights which vary from state to state.

8. Notices. All notices and other communications provided herein shall be sent to the address and/or fax number listed below:

Closets Doors & Beyond Co.

320 Swift Ave.

South San Francisco, CA 94080

Fax: 650.588.2299

9. Governing Law. This Limited Warranty shall be governed by the laws of California.

10. Transfer. This Limited Warranty is not assignable or otherwise transferrable without express written consent of CDBC.

BOTTOM PART – DETACHABLE MAIL PIECE

SIDE A:

In the middle Address as in Section 8

SIDE B:

Original Purchaser and Product Information

Original Purchaser Name (Print): _____

Full Address: _____

Product Purchased: _____

Quantity: _____

Date of Purchase: _____ Date of receipt: _____

Place of Purchase: _____
